

ENROLLING COUNSEL DECLARATION

DECLARATION OF

[ENROLLING COUNSEL NAME]

1. My name is _____.

2. This Declaration pertains to the Dicamba Herbicides Litigation Soybean Producers Master Settlement Agreement ("Agreement"), and all capitalized terms used in this Declaration have the same meaning as set forth in that Agreement.

3. I hereby represent and certify that I and my law firm represent, have communicated with, and have explained the contents of the Agreement to the Claimant(s) on whose behalf I and my firm are submitting (a) Claims Package(s), and that I have full authority to submit (all) such Claims Package(s) on behalf of such Claimant(s).

4. I hereby represent and declare that I or someone in my office have provided the Claimants a copy of the Release and Incorporation of Settlement included in the Claims Package and have made a copy of the Agreement available to the Claimants (which copy includes all Exhibits thereto). I hereby certify that, having had a full opportunity to read, understand, and inquire of counsel about the terms and conditions of the foregoing documents, the Claimant(s) does/do not have, and I do not have, any objection to the terms of the Release and Incorporation of Settlement or any of the other foregoing documents.

5. I further represent that I or someone in my office have explained to the Claimant(s) that if the Claims Package is accepted under the terms of the Agreement that: (1) participation in the Process subjects the Claimant(s) to the authority of the Persons specified in the Agreement, including but not limited to the Claims Administrator, Appeals Master, Third-Party Auditor, Mediator, and Enhanced Review Panel; (2) in connection with the entry of the Claimant(s) into the Process, the Claimant(s) is/ are executing a document releasing claims against the entities and individuals identified in the Release and Incorporation of Settlement, and that the Release and Incorporation of Settlement of the Claimant(s) will not be returned to the Claimant(s) except under the limited circumstances explicitly provided for in the Agreement; (3) enrollment in the Process will terminate any lawsuit and any and all Claims that the Claimant(s) has/ have brought or could have brought, other than as explicitly provided for in the Agreement; (4) the Process provides the sole and exclusive remedy for the claims of the Claimant(s), and the Claimant(s) will be bound by its results whatever they may be, other than as is explicitly provided for in the Agreement; and (5) the potential benefits and risks to the Claimant(s) if the Claimant(s) enroll(s) in the Process.

6. I hereby agree to the terms of the Agreement. In addition, in submitting (a) Claims Package(s), I consent and agree on behalf of the Claimant(s), and with the full authorization of the Claimant(s), to the terms of the Agreement. ~~[Strikethrough this italicized section if not applicable.]~~ *As required by the Agreement, I have executed an individual Stipulation of Dismissal With Prejudice for any Claimant with a pending lawsuit, and I submit the Stipulation(s) with the Claims Package(s). This/These Claimant(s) and I (so long as it is not inconsistent with my ethical obligations) agree to cooperate fully in promptly providing any such other form of Stipulation for Dismissal With Prejudice, if requested.* I am also submitting a Release and Incorporation of Settlement as well as an RMA and FSA Release for each Claimant I, or another member of my firm, represent, each signed by the Claimant. The Claimant(s) named above and I (so long as it is not inconsistent with my ethical obligations) agree to cooperate fully in promptly providing any additional authorizations required for the release of information intended to be released by the RMA and FSA Release upon request if additional authorizations are required by the RMA or FSA.

7. I also certify that to the best of my knowledge, submission of a Claims Package for the above named Claimant(s) will not result in the submission of either a Duplicative Claim or a Successive Claim. However, if submission does result in either a Duplicative Claim or Successive Claim, I understand that I am bound by the Agreement and have additional duties and obligations as set forth in the Agreement with respect to any such Duplicative or Successive Claim so long as it is not inconsistent with my ethical obligations.

8. I further certify that the Claims Package(s) I submit on behalf of Claimant(s), and my submission thereof, is/ are not to the best of my knowledge fraudulent in any way but understand that should it be found under the terms of the Settlement Agreement that they represent Fraudulent Process Claims (and, if appealed, the Appeals Master affirms the finding of a Fraudulent Process Claim and the related imposition of costs, in whole or in part), then the costs and expenses associated with the audit and the Mediator will be paid by the Claimant(s), or by me if I submitted a Process Claim without the Claimant's approval, as set forth in the Agreement.

9. I further agree to be bound by any confidentiality obligations set forth in the Agreement and/or Release and Incorporation of Settlement and represent and warrant that: all legal expenses, bills, costs, or contingency fee agreements resulting from or arising out of my or a member of my office's representation of Claimant(s) in relation to the Claims and the Process have been paid or will be paid and are the responsibility of the Claimant(s) to pay; any liens based on any legal expenses, bills, costs, or contingency fee agreements incurred by me or a member of my office as a result of alleged injuries to the Claimant(s) will be satisfied by the Claimant(s); and I, and all members of my office, will look solely to Claimant(s), and not to Monsanto, the Settlement Escrow Account, or Common Benefit Counsel to satisfy any financial obligations incurred by the Claimant(s) as a result of my, or a member of my office's, representation.

10. I [am /am not] a member of the ECC. [If a member of the ECC, Strikethrough this italicized section.] *I further agree that I have explained to the Claimant(s) that I represent that twelve percent (12%) of any Settlement Payment the Claimant receives will be withheld and further agree that the twelve percent (12%) withheld will reduce, on a dollar-for-dollar basis, the amount of fees Claimant otherwise owes to me or to any member of my office.*

11. I understand that nothing in the Agreement or this Declaration is intended to operate as a restriction on my or my firm's right to practice law within the meaning of Rule 5.6(b) of the ABA Model Rules of Professional Conduct, and I warrant and represent that

- i. neither I, nor any other attorney in my office, have a present intent to solicit new clients for the purpose of filing new claims in litigation related to soybean crop injury in the 2015 to 2020 crop years, including but not limited to putative class actions; and
- ii. I, and my office, have no present intent to continue or create in the future, any advertisements for clients to file new claims in litigation relating to Xtend Seed, or XtendiMax or any other dicamba herbicide, regarding soybean crop injury in the 2015 to 2020 crop years, except advertising of the settlement as expressly permitted under the Agreement.

12. I agree to take all such further reasonable actions requested by Monsanto or the ECC that are consistent with the terms of the Agreement and to otherwise reasonably cooperate with Monsanto and the ECC in a manner consistent with the terms of Agreement, provided that such actions and cooperation are consistent with my duties to my client(s) on whose behalf I have submitted a Claim Package.

ACCEPTED AND AGREED:

Dated: _____

[Attorney Name]

[Law Firm Name]

[Address]

[City/ Town, State, ZIP Code]

[Area Code/ Phone Number]

[Area Code/ Fax Number]

[Email Address]